

SECOND AMENDMENT TO
EQUIPMENT LEASE AGREEMENT

RECORDED
6412-B
OCT 10 1974
INTERSTATE COMMERCE COMMISSION

THIS SECOND AMENDMENT TO EQUIPMENT LEASE AGREEMENT
(this "Amendment") dated as of August 1, 1974, between
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHI-
CAGO, a national banking association, having a place of busi-
ness at 231 South LaSalle Street, Chicago, Illinois 60693 (the
"Lessor"), and AUTO-TRAIN CORPORATION, a Florida corporation,
having a place of business at 1801 K Street, N.W., Washington,
D.C. 20006 (the "Lessee");

W I T N E S S E T H :

The Lessor and the Lessee have executed and delivered
an Equipment Lease Agreement dated as of November 15, 1971 (the
"Lease") for five (5) General Electric Model U36B Locomotives,
Road Numbers 4000-4004, inclusive (the "Equipment"). The Lease
was filed and recorded with the Interstate Commerce Commission
pursuant to Section 20c of the Interstate Commerce Act on Novem-
ber 26, 1971 with Recordation No. 6412. The Lease was amended
under an AMENDMENT TO EQUIPMENT LEASE AGREEMENT dated as of Febru-
ary 7, 1972, and such Amendment was filed and recorded with the
Interstate Commerce Commission pursuant to Section 20c of the
Interstate Commerce Act on March 31, 1972 with Recordation No.
6412-A. The parties now desire to further amend the Lease in
certain respects.

Now, therefore, in consideration of the mutual covenants
herein contained and for other good and valuable consideration,
it is hereby agreed as follows:

The Lease is hereby amended by inserting therein the fol-
lowing new Section 20:

20. TERMINATION OPTION. Lessee may, at its option, elect to terminate the lease of the Equipment as of any rent payment date (the "termination date") after December 3, 1978 upon not less than ninety (90) days prior written notice of such election given to Lessor and upon payment to Lessor on or before the termination date of the Termination Value as defined in Schedule I hereto and determined as of the termination date; provided, however, that if Lessor shall sell or lease the Equipment to a third party on or before the termination date, then the Termination Value to be paid by Lessee to Lessor as above provided shall be reduced by an amount (the "Termination Credit") equal to the excess of (A) either (i) the consideration received or to be received by Lessor from such third party for any such sale, or (ii) the consideration received or to be received by Lessor from such third party for any such lease, over (B) the then anticipated residual value of the Equipment at the end of the full lease term thereof under this Lease (such anticipated residual value, if not determined by agreement of Lessor and Lessee, to be determined by an independent appraiser designated by Lessor, and the fee of which appraiser is to

be paid by Lessee); it being understood, however, that Lessee shall in no event be entitled to any Termination Credit in excess of such Termination Value on account of any such sale or lease, and that if such Termination Credit is equal to or greater than such Termination Value, Lessee shall have no obligation to make payment as above provided.

For purposes of the foregoing provisions of this Section 20: (a) Lessor shall give Lessee at least ten (10) days advance notice before selling or leasing (or entering into a binding agreement to sell or lease) the Equipment to a third party, (b) Lessee shall have the right at any time during the 90-day period immediately preceding the termination date to select a third party purchaser or lessee of the Equipment from Lessor, and Lessor shall upon Lessee's request sell or lease (as Lessee shall specify) the Equipment to such third party (provided that Lessor shall not prior to Lessor's receipt of such request have sold or leased or entered into a binding agreement to sell or lease the Equipment, and provided further that Lessor shall be satisfied as to the credit of such third party and the terms and documentation of such sale or lease), (c) in the case of a sale of lease to a third party, the consideration received or to be received by Lessor shall be deemed to be the

sum of (i) the amount of all cash consideration actually received as of the termination date plus (ii) the present value of all consideration thereafter to be received in cash, such present value to be equal to the sum of the respective present values of all installments of lease rental thereafter payable, the present value of each such installment to be determined by discounting the amount of such installment at the rate of 8.5% per annum compounded from the termination date to the date such installment is payable, (d) Lessee shall have the right at any time during the above-mentioned 90-day period to withdraw and rescind its notice of termination by so notifying Lessor, provided that Lessor shall not, prior to Lessor's receipt of such notice of withdrawal and rescission, have sold or leased the Equipment or entered into a binding agreement to sell or lease the Equipment to a third party, (e) a sale by Lessor of the Equipment "subject to Lessee's rights under this Agreement" which is permitted to Lessor under Section 15 of the Lease at any time during the lease term shall not be deemed such a sale of Equipment by Lessor to a third party as is herein described giving rise to a Termination Credit, and (f) If Lessee shall consent in writing to Lessor's sale of the Equipment, Lessee's indemnification obligations for loss of investment credit

under Section 12(b) hereof shall be applicable to any such sale of the Equipment by Lessor to a third party as herein contemplated, anything in clause (2) of said Section 12 to the contrary notwithstanding.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By Deuance J. Bruggena
Its SECOND VICE PRESIDENT

AUTO-TRAIN CORPORATION

By Richard W. Follett
Its Executive Vice President

ACKNOWLEDGEMENTS

CITY OF WASHINGTON)
) SS.
DISTRICT OF COLUMBIA)

On this 23rd day of Sept., 1974, before me personally appeared Richard D. Fullert, to me personally known, who being by me duly sworn, says that he is President of AUTO-TRAIN CORPORATION; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elaine M. L. Landa
Notary Public

[Seal]

My Commission Expires: Oct. 14, 1974

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 15 day of August, 1974, before me personally appeared T. J. BRUGGEMAN, to me personally known, who being by me duly sworn, says that he is Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

D. J. Petersen
Notary Public

[Seal]

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 27, 1977

SCHEDULE I

"TERMINATION VALUE" OF ANY UNIT OF EQUIPMENT AS OF ANY PARTICULAR DATE SHALL MEAN THE PRODUCT DERIVED FROM MULTIPLYING (I) THE PERCENTAGE FIGURE OPPOSITE THE NOTATION FOR THE APPROPRIATE TIME PERIOD AS SET FORTH IN THE TABLE APPEARING BELOW BY (II) THE ACQUISITION COST OF SUCH UNIT. TERMINATION VALUE DOES NOT INCLUDE ANY AMOUNTS FOR WHICH LESSOR MAY BE ENTITLED TO INDEMNIFICATION UNDER SECTION 12 OF THE LEASE AGREEMENT.

TERMINATION VALUE TABLE		TERMINATION %
BEFORE PAYMENT NO.	43	57.283146 %
THEREAFTER, BUT BEFORE PAYMENT NO.	44	56.002741 %
THEREAFTER, BUT BEFORE PAYMENT NO.	45	54.700912 %
THEREAFTER, BUT BEFORE PAYMENT NO.	46	53.377469 %
THEREAFTER, BUT BEFORE PAYMENT NO.	47	52.032223 %
THEREAFTER, BUT BEFORE PAYMENT NO.	48	50.664934 %
THEREAFTER, BUT BEFORE PAYMENT NO.	49	49.275558 %
THEREAFTER, BUT BEFORE PAYMENT NO.	50	47.865604 %
THEREAFTER, BUT BEFORE PAYMENT NO.	51	46.434940 %
THEREAFTER, BUT BEFORE PAYMENT NO.	52	44.983385 %
THEREAFTER, BUT BEFORE PAYMENT NO.	53	43.510756 %
THEREAFTER, BUT BEFORE PAYMENT NO.	54	42.016868 %
THEREAFTER, BUT BEFORE PAYMENT NO.	55	40.501534 %
THEREAFTER, BUT BEFORE PAYMENT NO.	56	38.966419 %
THEREAFTER, BUT BEFORE PAYMENT NO.	57	37.411349 %
THEREAFTER, BUT BEFORE PAYMENT NO.	58	35.836149 %
THEREAFTER, BUT BEFORE PAYMENT NO.	59	34.240643 %
THEREAFTER, BUT BEFORE PAYMENT NO.	60	32.624651 %
THEREAFTER, BUT BEFORE PAYMENT NO.	61	30.987995 %
THEREAFTER, BUT BEFORE PAYMENT NO.	62	29.335977 %
THEREAFTER, BUT BEFORE PAYMENT NO.	63	27.668462 %
THEREAFTER, BUT BEFORE PAYMENT NO.	64	25.985313 %
THEREAFTER, BUT BEFORE PAYMENT NO.	65	24.286394 %
THEREAFTER, BUT BEFORE PAYMENT NO.	66	22.571567 %
THEREAFTER, BUT BEFORE PAYMENT NO.	67	20.840691 %
THEREAFTER, BUT BEFORE PAYMENT NO.	68	19.094626 %
THEREAFTER, BUT BEFORE PAYMENT NO.	69	17.333239 %
THEREAFTER, BUT BEFORE PAYMENT NO.	70	15.556396 %
THEREAFTER, BUT BEFORE PAYMENT NO.	71	13.763961 %
THEREAFTER, BUT BEFORE PAYMENT NO.	72	11.955796 %
THEREAFTER		0.000000 %

6413

November 30, 1971

CERTIFICATE

Mercantile-Safe Deposit & Trust Company, as Successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, as supplemented and modified, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is Successor by merger, hereby certify that the aforesaid document is a true, correct and complete copy of the document in all respects including the dates, signatures and acknowledgements.

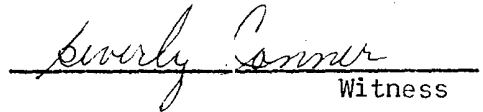
ATTEST:

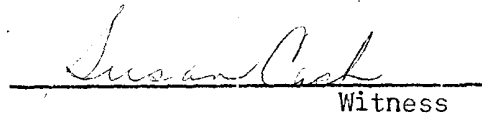
MERCANTILE-SAFE DEPOSIT & TRUST COMPANY


Assistant Corporate Trust Officer

By: 
Vice President

Signed, sealed and acknowledged by Mercantile-Safe Deposit & Trust Company in the presence of:


Witness


Witness